

**United States Bankruptcy Court  
Southern District of New York**

In re: Lehman Brothers Holdings, Inc. et al.

Case No. 08-13555 (JMP) (Jointly Administered)

**PARTIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e) (2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

Knighthood Master Fund, L.P.

Deutsche Bank AG, London Branch

Name of Transferee

Name of Transferor

Name and Address where notices to transferee should be sent:

Court Claim # (if known) 56186

Knighthood Master Fund, L.P.  
c/o Knighthood Capital Management, LLC  
623 5<sup>th</sup> Ave., 29<sup>th</sup> Floor  
New York, NY 10022

Amount of Claim: \$5,809,099.02 (inclusive of interest)  
plus all accrued interest, fees and other recoveries due.

Attn: Laura Torrado  
Tel: 212-356 2914  
Email: ltorrado@knighthood.com

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

Date Claim Filed: September October 29, 2009

Last Four Digits of Acct. #: \_\_\_\_\_

Phone:

Last Four Digits of Acct. #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Knighthood Master Fund, L.P.

By: Knighthood Capital Management, L.L.C.,  
its Investment Manager

By: \_\_\_\_\_

Transferee/Transferee's Agent

Date: \_\_\_\_\_

9/28/2011

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**United States Bankruptcy Court  
Southern District of New York**

In re: Lehman Brothers Holdings, Inc. et al.

Case No. 08-13555 (JMP) (Jointly Administered)

**PARIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY**

CLAIM 56186 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the partial transfer of that claim, the transferee filed a Transfer of Claim other than for Security in the Clerk's office of this court on .

Deutsche Bank AG, London Branch	Knighthead Master Fund, L.P.
Name of Alleged Transferor	Name of Transferee
Address of Alleged Transferor:	Address of Transferee:
Winchester House 1, Great Winchester Street London EC2N 2DB ENGLAND	Knighthead Master Fund, L.P. c/o Knighthead Capital Management, LLC 623 5 <sup>th</sup> Ave., 29 <sup>th</sup> Floor New York, NY 10022
Attn: Michael Sutton	Attn: Laura Torrado Tel: 212-356 2914 Email:ltorrado@knighthead.com

**~~DEADLINE TO OBJECT TO TRANSFER~~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
CLERK OF THE COURT

*Partial Transfer of LBHI Claim # 56186*  
**PROGRAM SECURITY**

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM**  
**LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, DEUTSCHE BANK AG, LONDON BRANCH ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to KNIGHTHEAD MASTER FUND, L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) Seller's right, title and interest in and to such portion of Proof of Claim Number 56186 filed by or on behalf of Seller's predecessor-in-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

DB Ref:7017

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made in paragraph 2 above.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 26 day of September 2011

DEUTSCHE BANK A.G. LONDON BRANCH

By:   
Name:  
Title:

Ross Miller  
Director

By:   
Name:  
Title:

Michael Sutton  
Managing Director

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

KNIGHTHEAD MASTER FUND, L.P.

By:   
Name:  
Title:

By: Knighthead Capital Management, L.L.C.,  
Its Investment Manager  
Laura Torrado  
Authorized Signatory

By: \_\_\_\_\_  
Name:  
Title:

c/o Knighthead Capital Management, LLC  
623 Fifth Avenue, 29<sup>th</sup> Floor  
NY NY 10022  
Attn: Laura Torrado

Schedule 1

Transferred Claims

Purchased Portion

95.595% of the Proof of Claim (US \$ 5,809,099.02 (inclusive of interest)), being the USD equivalent of AUD 7,074,000.00 (principal) plus any outstanding interest accrued thereon.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Depository Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Lehman Brothers Treasury Co. B.V. Fixed Rate Notes MTN04394	AU300LBTC011	63543567	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD 7,074,000.00 (US\$ 5,705,888.40)	6.65% p.a.	24 August 2011	Not less than: AUD 125,077.38 (US\$ 100,887.82)

Schedule 1-1


DE Ref: 7017

Schedule 2

Copy of Proof of Claim 56186

Schedule 1-1

DB Ref: 7017

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., ET AL. 08-13555 (JMP) 0000056186	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>ZURICH INVESTMENT MANAGEMENT LIMITED</b> <b>5 BLUE STREET, NORTH SYDNEY, NSW, AUSTRALIA</b> <b>c/o JPMORGAN NOMINEES AUSTRALIA LIMITED</b> <b>LOCKED BAG 7, ROYAL EXCHANGE, NSW 1225, AUSTRALIA</b> <b>+612 9250 4118</b> Telephone number: Email Address: <b>SYDNEY.AGT.CONCS@JPMORGAN.COM</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) <b>JPMORGAN NOMINEES AUSTRALIA LIMITED</b> <b>LOCKED BAG 7, ROYAL EXCHANGE, NSW 1225, AUSTRALIA</b> Telephone number: <b>AS ABOVE</b> Email Address: <b>AS ABOVE</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ <b>6,076,807</b> (Required)			
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <b>AU3002BTC011</b> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <b>63543567</b> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <b>86361817</b> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY <b>FILED / RECEIVED</b> <b>OCT 29 2009</b> EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: _____	Signature: The person filing this claim must sign and print name and title, if any, of the creditor or other person filing the claim. If the claim is being filed by a person other than the creditor or other person, the signature of the creditor or other person must be accompanied by a power of attorney. If the claim is being filed by a person other than the creditor or other person, the signature of the creditor or other person must be accompanied by a power of attorney. If the claim is being filed by a person other than the creditor or other person, the signature of the creditor or other person must be accompanied by a power of attorney. <b>30 AUG 2009</b> Registered Book <b>4526 NO. 22</b>		
Penalty for presenting fraudulent claim: Fine of up to \$100,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			
Signature of Attorney <b>MARTIN LO</b> Name (print)		Signature of Attorney <b>Nicolas Perrin</b> Name (print)	

**EXPRESS WORLDWIDE (D)**

ECS 10 A 1

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	Accts: 510161196 Date: 27-Oct-2009 Ref: 001055	Contents Value: NVD Weight: 0.5 kgs Origin: SYD Pcs: 1	To: Lehman Brothers c/sin Processing Epic Bankruptcy Solutions 757 Third Avenue, Floor 3 New York NY 10017 United States Of America Ph: 15053577601
	7812686206		DOX Destination: ZYP
	Airwaybill:	FR: JP JACALAN Medium Level: 35 200 George Street Sydney, New South Wales Ph: 0215164179	EASY CUSTO INFORM

**EXTREMELY URGENT DO NOT SEND CASH, CASH EQUIVALENT OR JEWELLERY.**